



P/2850-80

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of

New York, New York

Takeshi OOotsuka

Date: June 26, 2006

Serial No.: 10/615,894

Group Art Unit: 1734

Filed: July 9, 2003

Examiner: Rakesh Kumar DHINGRA

For: ELECTRODE-BUILT-IN SUSCEPTOR

Mail Stop Amendment
Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

**TERMINAL DISCLAIMER TO OBLVIAE DOUBLE PATENTING
REJECTION (37 CFR §1.321(b))**

Sir:

Interest of Person Making This Disclaimer

I, Max Moskowitz, of Ostrolenk, Faber, Gerb & Soffen, LLP, with offices at 1180 Avenue of the Americas, New York, New York 10036-8403, represent that I am a representative authorized to sign on behalf of the applicant identified below who owns all of the interest in this application.

The required fee accompanies this disclaimer (\$130.00 - large entity).

Identity and Title of Disclaimant

The assignee is:

Name of assignee Sumitomo Osaka Cement Co., Ltd.

Address of assignee 6-28, Rokuban-cho,
Shiyoda-Ku, Tokyo, JAPAN

Title of disclaimant authorized to sign on behalf of assignee: Attorney of Record

The assignment for U.S. Patent Application Serial No. 10/613,574, was recorded on December 4, 2003 at Reel 014671, Frame 0360. The assignment for U.S. Patent No. 6,768,079, was recorded on October 29, 2002 at Reel 013435, Frame 0909. The assignment for U.S. Patent No. 6,872,908, was recorded on October 11, 2002 at Reel 013393, Frame 0413. Said documents have been reviewed and, to the best of the assignee's knowledge and belief, title is in the assignee.

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Disclaimer

Max Moskowitz hereby disclaims the terminal part of any patent granted on the above-identified present application which would expire beyond the expiration date of the full statutory term of any patent to be issued on U.S. Patent Application Serial No. 10/613,574, U.S. Patent No. 6,768,079, and U.S. Patent No. 6,872,908;

agrees that any patent so granted on the above-identified present application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to any patent to be issued on U.S. Patent Application Serial No. 10/613,574, U.S. Patent No. 6,768,079, and U.S. Patent No. 6,872,908, this agreement to run with any patent granted on the above-identified present application and to be binding upon the grantee, its successors or assigns; and

does not disclaim any terminal part of any patent granted on said above-identified present application that would extend to the full statutory term any patent to be issued on U.S. Patent Application Serial No. 10/613,574, U.S. Patent No. 6,768,079, and U.S. Patent No. 6,872,908, in the event that said issued patent later expires for failure to pay maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. 1.321(a), has all claims cancelled by a reexamination certificate, or is otherwise terminated prior to the expiration of its statutory term, except for the separation of legal title stated above.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date: June 26, 2006

MAX MOSKOWITZ